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tion notified the plaintiff. *Held*, that the defendant is not liable. *Southern Express Co. v. Sottile Bros.*, 67 S. E. 414 (Ga.).

In an action against a carrier for non-delivery of goods, it is no defense that he has delivered to a person whom he reasonably but erroneously believed to be the owner. *Powell v. Myers*, 26 Wend. (N. Y.) 591. But he is not liable if, upon proper demand, he has delivered to the true owner, for he was bound to do so. *Bates v. Stanton*, 1 Duer (N. Y.) 79. Nor is he liable if he has been compelled by valid legal process to surrender the goods. *Stiles v. Davis*, 1 Black (U. S.) 101. It should be immaterial that the attachment suit was against a third party. *Stiles v. Davis*, *supra*. *Contra*, *Edwards v. Transit Co.*, 104 Mass. 159. If the writ is manifestly irregular, so that it could be resisted without risk, the carrier should be liable if he yields to it. *Nickey v. Ry. Co.*, 35 Mo. App. 79. But if it appears valid on its face, it would be a great hardship to compel a carrier to take the risk of unlawfully resisting an officer, in order to avoid liability to the bailors. *Contra*, *Kiff v. Ry. Co.*, 117 Mass. 591. Since the defendant in the principal case could not be expected to judge of the constitutionality of the statute under which the writ was issued, it is submitted that he was properly excused. See *McAlister v. Railroad Co.*, 74 Mo. 351.

CORPORATIONS — STOCKHOLDERS: RIGHTS INCIDENT TO MEMBERSHIP — INSPECTION OF CORPORATE BOOKS AND RECORDS. — To a petition for a writ of mandamus for an inspection of the corporate books and records, the directors pleaded that the stockholder was wholly lacking in good faith. *Held*, that the plea is not demurrable. *Wight v. Heublein*, 75 Atl. 507 (Md.).

At common law a stockholder had a right to inspect the corporate books and records at all reasonable times, provided he made out a proper purpose. *State v. Kellogg*, 165 Ill. 192. This common-law right has never been superseded, and is frequently affirmed by legislative provisions. *Matter of Steinway*, 31 N. Y. App. Div. 70. In England a dispute between the stockholder and the corporation or other stockholders is usually a condition precedent to the exercise of the stockholder's right. *Rex v. Merchant Tailors' Co.*, 2 B. & Ad. 115. In this country greater freedom is allowed. The stockholder has apparently an almost absolute right which he can enforce by mandamus. *Weihenmayer v. Bitner*, 88 Md. 325. A personal inspection is not required: abstracts may be taken by an expert accountant. *Cincinnati Nicksblatt Co. v. Hoffmeister*, 62 Oh. St. 189. Yet the court in the exercise of its sound discretion will not grant the writ to aid speculative purposes or blackmail, or to gratify mere curiosity. See *Guthrie v. Harkness*, 199 U. S. 155, 156. The Supreme Court, however, puts on the corporation the burden of showing the stockholder's improper purpose. See *Guthrie v. Harkness*, *supra*. In this respect the original common-law doctrine seems preferable. Yet the principal case represents the tendency of the modern decisions, in regarding lack of good faith as an affirmative defense to be proved by the corporation. *State ex rel. Weinberg v. Pacific Brewing, etc. Co.*, 21 Wash. 451.

CORPORATIONS — ULTRA VIRES CONTRACTS: RIGHTS AND LIABILITIES OF PARTIES — RECOVERY IN QUANTUM MERUIT. — A was indebted to the B corporation to the extent of \$10,000. At the request of B, the C corporation made a loan of \$12,000 to A, the repayment of which was guaranteed by B. Then, in accordance with a prior agreement, A paid \$10,000 of this sum to B. A defaulted. On C's suing B upon the latter's guaranty B pleaded *ultra vires*. *Held*, that C can recover \$10,000 in *quantum meruit*. *Citizens' Central National Bank v. Appleton*, 30 Sup. Ct. 364. See NOTES, p. 627.

EMINENT DOMAIN — COMPENSATION — WHEN REPRODUCTIVE COST IS ADMISSIBLE IN EVIDENCE. — In proceedings to condemn land for a bridge abutment, evidence by a carpenter of the cost of reproduction of tenements on the land was excluded. *Held*, that it should have been admitted. *Matter of Blackwell's Island Bridge*, 91 N. E. 278 (N. Y.). See NOTES, p. 632.